against common decency. The general rule of conduct in regard to the burial of dead bodies seems to be well expressed in *Reg.* v. *Stewart*, 40 Eng. C. L. 383. In that case, the Court, in dealng with the question of the burial of a pauper, said, "It would seem that the individual under whose roof a poor person dies is bound to carry the body decently covered to the place of burial: he cannot keep him unburied, nor do anything which prevents Christian burial: he cannot therefore cast him out, so as to expose the body to violation, or to offend the feelings or endanger the health of the living, and, for the same reason, he cannot carry him uncovered to the grave."

CONSTITUTIONAL LAW — INVOLUNTARY SERVITUDE. — § 15 of the GEORGIA PENAL CODE made it a misdemeanor to contract to perform services with the intent to procure money or other thing of value thereby, and not to perform the service contracted for, and § 16 provided that proof of the contract, the procuring of money or other thing of value, the failure to perform the services so contracted for, the failure to return the money so advanced with interest at the time said labor was to be performed without good and sufficient cause, and loss or damage to the hirer should be presumptive evidence of intent. Accused was convicted under the above statute and appealed to the Court of Appeals by which a question was certified to the Supreme Court as to whether the law in question was in conflict with the 13th amendment and Rev. St. U. S. §§ 1990, 5526 enacted to enforce such amendment. *Held* constitutional. *Wilson* v. *State* (Ga. 1912) 75 S. E. 619.

A seaman may be punished criminally for breach of contract. *Robertson* v. *Baldwin*, 165 U. S. 275. But an act which attempts to punish criminally, as for fraud, an unjustified breach of a contract to labor, where the laborer received an advance with intent to defraud, and provides that breach of the contract without returning the advance shall be prima facie evidence of the intent to defraud, is unconstituional because it provides indirectly for involuntary servitude. *Bailey* v. *Alabama*, 219 U. S. 238, 31 Sup. Ct. 145, 55 L. Ed. 191. Georgia has frequently held the first section under dispute in the principal case valid on the ground that the gist of the offense described is the fraudulent conduct of the defendant and not merely the breach of contract. *Lamar* v. *State*, 120 Ga. 312, 47 S. E. 958; *Townsend* v. *State*, 124 Ga. 69, 52 S. E. 293; *Latson* v. *Wells*, 136 Ga. 681, 71 S. E. 1052. The way in which the court distinguishes the principal case from *Bailey* v. *Alabama*, *supra*, is interesting. Alabama has a rule of evidence, which was read into the statute by the United States Supreme Court, to the effect that the accused cannot testify in regard to uncommunicated motives. *Bailey* v. *State*, 161 Ala. 77. Georgia on the other hand is the only state in which the accused is not allowed to testify at all. THOMPSON, TRIALS, 2nd Ed., § 660. But he is there allowed the old common law right to make a statement, not under oath, to the jury which statement "shall have such force as the jury may think right to give it. They may believe it in preference to the sworn testimony in the case." PENAL CODE, § 1036. The Georgia court lays considerable stress on the above differences in the rules of evidence in the two states; but whether the United States Supreme Court will do the same may well be

questioned when we recall the words of Mr. Justice HUGHES in the *Bailey* case:—"Its natural and inevitable effect is to expose to conviction for crime those who simply fail or refuse to perform contracts for personal service in liquidation of a debt; and judging its purpose by its effect, it seeks in this way to provide means of compulsion through which performance of such service may be secured." Compare 6 MICH. L. REV. 50.

DEEDS—NEW GRANTEE IN HABENDUM—CONSTRUCTION.—In a state where the word "heirs" is not necessary to the creation of a fee simple, a deed contained the following provisions: "I, P. R., * * * do hereby sell and convey unto the said C. R. and N. J. R. the following—(description)—. This deed is to take effect at the death of P. R. and then C. R. and N. J. R. to have it their lifetime, and then it falls to W. P. R." C. R. and N. J. R., husband and wife, being dead, W. P. R. claimed the whole. Plaintiffs, children of N. J. R. by a former marriage, demanded a division on the ground that C. R. and N. J. R. took a fee by the above grant. *Held* that C. R. and N. J. R. took only a life estate, and W. P. R., defendant, a fee in the whole. *Husted* v. *Rollins* (Iowa 1912), 137 N. W. 462.

At common law, though the habendum of a deed could be resorted to to explain or enlarge the estate given by the granting clause, yet it was not permitted to contradict, curtail or defeat the estate already limited in the granting clause. 2 BLACKSTONE, 298. BREWSTER, CONVEYANCING, 158. In many of the United States the same rule is followed with more or less strictness. *Webb* v. *Webb's Heirs*, 29 Ala. 588; *Dodge* v. *Walley*, 22 Cal. 225; *Riggin* v. *Love*, 72 Ill. 553; *Palmer* v. *Cook*, 159 Ill. 300; *Meacham* v. *Blaess* 141 Mich. 258; *Linville* v. *Greer*, 165 Mo. 380; *Rines* v. *Mansfield*, 96 Mo. 394; *Jackson* v. *Ireland*, 3 Wend. 99; *Blackwell* v. *Blackwell*, 124 N. C. 269; *Moore* v. *City of Waco*, 85 Tex. 206; *Blair* v. *Muse*, 83 Va. 238. The following cases illustrate the same principle when a life estate in the habendum follows a fee in the granting clause, as in the principal case: *Marsh* v. *Morris*, 133 Ind. 548; *Ratliffe* v. *Marrs*, 87 Ky. 26; *Winter* v .*Gorsuch*, 51 Md. 180; *Smith* v. *Smith*, 71 Mich. 633; *Robinson* v. *Payne*, 58 Miss. 690; *Dunbar* v. *Aldrich*, 79 Miss. 698. Where a life estate is limited in a clause following a grant in the short statutory form as used in many states, such limiting clause is not regarded as a habendum so as to fall within the common law repugnancy rule, *Adams* v. *Fisher*, 143 Mich. 673; *Welch* v. *Welch*, 183 Ill. 237. There is, however, a modern tendency away from the strict common law construction of deeds, which disregards technical rules and, contruing all clauses of the particular deed on an equal footing, aims to enforce the intentions of the grantor. *Caldwell* v. *Hammons*, 40 Ga. 342; *Bray* v. *McGinty*, 94 Ga. 192; *Prior* v. *Quackenbush*, 29 Ind. 475; *Carson* v. *McCaslin*, 60 Ind. 334; *Evans* v. *Dunlap*, 36 Ind. App. 198; *Henderson* v. *Mack*, 82 Ky. 379; *Parker* v. *Murch*, 64 Me. 54; *Higgins* v. *Wasgatt*, 34 Me. 305; *Powers* v. *Hibbard*, 114 Mich. 553; *Jennings* v. *Brizeadine*, 44 Mo. 332; *Utter* v. *Sidman*, 170 Mo. 284; *Bates* v. *Virolet*, 53 N. Y. S. 893; *Hitchler* v. *Boyles*, 21 Tex. C. A. 230; *Johnson* v. *Barden* (Vt.), 83 Atl. 721; *Temple's Admr.* v. *Wright*, 94 Va. 338; *Uhl* v. *Railroad Co.*, 51 W. Va. 106. In some instances where a